

**Cornell University
ILR School**

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **City of Cohoes and City of Cohoes Clerical Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Albany County Local 801 (2003)**

Employer Name: **City of Cohoes**

Union: **City of Cohoes Clerical Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Albany County Local 801**

Effective Date: **01/01/03**

Expiration Date: **12/31/06**

PERB ID Number: **6767**

Unit Size:

Number of Pages: **31**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

wa/6767

AGREEMENT

by and between the

CITY OF COHOES

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**



RECEIVED

JUL 11 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

City of Cohoes Clerical Unit

Albany County Local 801

January 1, 2003 - December 31, 2006

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	1
I	RECOGNITION.....	1
II	COLLECTIVE BARGAINING UNIT.....	1-2
III	DUES DEDUCTION.....	2-3
IV	CSEA BUSINESS.....	3
V	BULLETIN BOARDS.....	3
VI	PAST PRACTICE.....	4
VII	SAVING CLAUSE.....	4
VIII	COMPENSATION.....	4-5
IX	APPLICATION OF SALARY INCREMENT SCHEDULE.....	5
X	WORK DAY - WORK WEEK.....	6
XI	OVERTIME.....	6
XII	HOLIDAYS.....	6-7
XIII	VACANCIES AND PROMOTIONS.....	7
XIV	DISCIPLINE.....	7-9
XV	DISPUTES AND GRIEVANCES.....	9
XVI	HOSPITALIZATION.....	9-10
XVII	DENTAL AND VISION COVERAGE.....	10
XVIII	RETIREMENT.....	11
XIX	VACATIONS.....	11-13
XX	SICK LEAVE.....	13-15
XXI	PERSONAL LEAVE.....	15
XXII	FREE LEAVE DAYS.....	15
XXIII	BEREAVEMENT LEAVE.....	16
XXIV	UNIFORM/CLOTHING ALLOWANCE.....	16
XXV	DUE PROCESS HEARING PROCEDURE.....	16
XXVI	FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY.....	17-20
XXVII	LEGISLATIVE ACTION.....	21
XXVIII	DURATION.....	21
	SIGNATURE PAGE.....	21
	SCHEDULE "A"/CLASSIFICATION - GRADE.....	22
	SALARY SCHEDULE "B-1"/2003.....	23
	SALARY SCHEDULE "B-1"/2004.....	24
	SALARY SCHEDULE "B-2"/2005.....	25
	SALARY SCHEDULE "B-3"/2006.....	26
	SCHEDULE "C"/DISPUTE & GRIEVANCE PROCEDURE.....	27-28

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2003, by and between the City of Cohoes, New York, hereinafter referred to as "CITY" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the City Hall Clerical Unit of the City of Cohoes, Albany County Local 801, hereinafter referred to as

IN WITNESSETH WHEREAS, the parties desire to maintain harmonious relations and to work together for the public welfare, and desire further to establish equitable wage scales, and standards and conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Public Employees' Fair Employment Act of 1967;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City and the CSEA, acting through their duly authorized representatives, hereby agree as follows:

ARTICLE I

RECOGNITION

Section 1. The Employer agrees that the CSEA shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances.

Section 2. The CSEA affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate encourage or condone a strike.

ARTICLE II

COLLECTIVE BARGAINING UNIT

Section 1. Included within the terms of this Agreement are regular full-time permanent and provisional employees who work in the following classifications:

Clerk	Key Punch Operator	Sr. Legal Stenographer
Senior Typist	Tab Machine Operator	Housing Asst. Rep.
Principal Clerk	Library Aide	Housing Eligibility Asst
Typist	Library Clk.-Typist	Housing Inspector
Senior Typist	Sr. Library Clk.-Typ.	Plumbing Inspector
Account Clerk	Computer Operator	Building Inspector
Sr. Account Clerk	Sr. Computer Operator	Engineer Technician
Acct. Clerk-Typist	Stenographer	Sr. Engineer Technician
Sr. Acct. Clerk-Typ.	Sr. Stenographer	Switchboard Operator
Legal Assistant		

ARTICLE II / COLLECTIVE BARGAINING UNIT (CONTINUED)

Receptionist
Special Project Coordinator
Secretary to the Assessor*

*(When the position becomes vacant, it will leave the exempt class and become part of the classified service.)

Section 2. Excluded from the terms of this Agreement are all managerial, supervisory, confidential and executive employees, non-clerical workers and part-time employees, i.e., those who work less than fifteen hours per week.

Section 3. The appropriateness of any newly created title as to inclusion or exclusion from the bargaining unit shall be mutually agreed upon between the City and CSEA. The salary grade of any newly created bargaining unit position shall be mutually agreed upon.

Section 4. No permanent employee shall be subject to layoff pursuant to Section 80 of the Civil Service Law unless all provisional, temporary, part-time or probationary appointees within the bargaining unit are laid off or displaced. In instances when a position is abolished which is held by 2 provisional appointees, the displaced employee shall be the last hired by the City.

Section 5. The "layoff unit" for bargaining unit personnel shall be deemed to be City-wide.

ARTICLE III

DUES DEDUCTIONS

Section 1. There shall be deducted from the wages of employees who are members of this Negotiating Unit who are not members of the CSEA the amount equivalent to the dues levied by CSEA and such sum shall be transmitted to the CSEA, provided however, this shall occur when the CSEA has established and maintained a procedure providing for the refund to any employees demanding the return of any part of the Agency Shop Fee Deduction which represents the employees' pro-rata share of expenditure by the CSEA in aid of political or ideological activities only incidentally related to the terms and conditions of employment.

PROCEDURE FOR DEDUCTION:

a) The Employer hereby agrees to make from the wages and salaries of every non-member of the Negotiating Unit an Agency Shop Fee deduction in the amount of dues levied by the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224.

ARTICLE III / DUES DEDUCTION (CONTINUED)

b) The Employer agrees to send a list containing the names, addresses, Social Security numbers, department employed by, and dollar amounts paid by those Agency Shop employees along with separate Agency Shop Fee check.

Section 2. The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224 or CSEA's authorized agent, regular membership dues, and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deduction. The Employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive bargaining agent for employees in this Unit.

Section 3. Agency Shop Fee deductions will apply to part-time as well as full-time employees and such deductions will be paid by such part-time employees on a pro-rata basis.

ARTICLE IV

CSEA BUSINESS

Section 1. The CSEA Officer or their designated representative shall be granted reasonable time off during the working hours with the approval of the Department Head to assist in the presentation of alleged or actual grievances or matters of contract interpretation.

Section 2. The CSEA Officer or their designated representative shall be allowed time to solicit new membership as long as the work is not disrupted.

Section 3 The CSEA shall provide the City the list of names of CSEA officers and/or other representatives. Such provision shall be on a yearly basis and/or whenever a change in an officer and/or designated representative occurs.

ARTICLE V

BULLETIN BOARDS

The CSEA shall have the use of a single bulletin board at City Hall for the posting of notices relating to meetings and official business only. No notice shall be posted until it has been submitted to the Department Head.

ARTICLE VI

PAST PRACTICE

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer -- unless specifically excluded by this Agreement -- shall remain in full force and effect during the life of this Agreement.

ARTICLE VII

SAVING CLAUSE

Section 1. In the event that any provisions of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect.

Section 2. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days on written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE VIII

COMPENSATION

Section 1. Effective January 1, 2003, employees covered by this Agreement shall be compensated in accordance with the attached salary increment Schedule "B-1" which reflects an increase of three (3.0%) percent over the salary schedule for the year ending December 31, 2002.

Section 2. Effective January 1, 2004, employees covered by this Agreement shall be compensated in accordance with the attached salary increment Schedule "B-2" which reflects an increase of three (3.0%) percent over the salary schedule for the year ending December 31, 2003.

Section 3. Effective January 1, 2005, employees covered by this Agreement shall be compensated in accordance with the attached salary increment Schedule "B-3" which reflects an increase of three (3.0%) percent over the salary schedule for the year ending December 31, 2004. In addition, the parties agree to a reopener in this year of the contract, based upon the Consumer Price Index for the U.S. City's Wage and Salary Earners. (CPI-W) if increased by more than 4% from October 2003 through October 2004, or for any succeeding year of this Agreement (from October to October). The parties agree to open negotiations on the issue of additional increases in the Salary Schedule.

ARTICLE VIII / COMPENSATION (CONTINUED)

Section 4. Effective January 1, 2006, employees covered by this Agreement shall be compensated in accordance with the attached salary increment Schedule "B-4" which reflects an increase of three (3.0%) percent over the salary schedule for the year ending December 31, 2005.

Section 5. In addition to the above, the City and CSEA agree to a wage reopener in the event any other bargaining unit within the City receives a greater percentage salary increase over 3% per year during the life of the Agreement.

ARTICLE IX

APPLICATION OF SALARY INCREMENT SCHEDULE

Section 1. All employees shall be placed on the salary increment schedule at the step which reflects years of service in classification and grade. Classification and grade shall be in accord with Schedule "A".

Section 2. New employees shall start at the entrance step of the grade established for the position. The City may at its discretion grant credit for prior experience up to Step 2, said experience to be over and above the experience required for the position according to Civil Service specifications.

Section 3. All employees shall be granted additional increments for satisfactory completion of a year of service up to Step 4, and longevity increments for satisfactory completion of seven years of service, ten years of service, twelve years of service and fifteen years of service. Increments shall become due on the employee's anniversary date.

Section 4. In the event an employee is promoted, the promotee shall be placed at that step in the new grade which grants one full increment. Upon promotion, an employee will move along the salary schedule in the same manner as if they were not promoted. For example: Upon reaching Step 4, the promotee will wait a minimum of three (3) years before moving on to the seven (7) year longevity (provided the promotee has reached seven (7) years of service), and then proceed along the salary schedule according to the number of years between each step.

Section 5. Effective January 1, 2003, employees shall be eligible for additional longevities as follows:

<u>17 Yrs.</u>	<u>20 Yrs.</u>	<u>23 Yrs.</u>	<u>26 Yrs.</u>
\$ 1550	\$ 1800	\$ 2300	\$ 2800

Longevities shall become due on the employee's anniversary date.

ARTICLE X

WORK DAY - WORK WEEK

The regular work day shall be 9:00 AM to 4:00 PM with one (1) hour for lunch, Monday through Friday. Deviations to these work day work week hours shall only be made by mutual agreement.

In addition to the above, the work hours of the Library shall be between the hours of 9:00 a.m. and 5:00 p.m. on Saturdays. Assignment of hours at the library shall be on the basis of seniority.

ARTICLE XI

OVERTIME

Section 1. All hours in excess of the regular work week shall be compensated at the rate of time and one-half the regular hourly rate. However, upon mutual agreement between the employee and the Department Head, compensatory time off can be granted in lieu of cash payment. All overtime shall require prior approval of the employee's Department Head.

Section 2. Any legal absences provided by this contract, (i.e., sick days, vacation days, personal days and free days), shall be considered as time worked for the purpose of computing overtime excepting holidays.

ARTICLE XII

HOLIDAYS

Section 1. All employees covered under this Agreement shall receive compensatory time off for each of the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Lincoln's Birthday	Election Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve*
Labor Day	Christmas

(*When Christmas Day falls on a Tuesday thru Saturday).

All employees who are in the CSEA bargaining unit known as the City of Cohoes Clerical Unit will be entitled to leave work at 1:00 p.m. on Good Friday each year, without any charge to accruals or loss of time or pay. On Good Friday each year employees in the Clerical Unit will not be entitled to a lunch hour but they will be permitted to eat lunch at their work stations.

ARTICLE XII / HOLIDAYS (CONTINUED)

Section 2. An employee must work the day before and the day after the holiday to be entitled to holiday pay, unless contractual leave time has been granted.

Section 3. If any of the above holidays fall on a non-work day, the employee shall be granted another day off. The day off shall be the day generally observed as the holiday in the community.

Section 4. If one of the above holidays falls within an employee's vacation period, the employee shall receive an additional day of vacation.

Section 5. An employee required to work a holiday shall be paid at the overtime rate for the hours worked plus the holiday pay.

ARTICLE XIII

VACANCIES AND PROMOTIONS

Section 1. The job openings, vacancies and promotions which may occur in the classifications covered by this Agreement, provided an employee is qualified, competent and available to work, as determined by the Employer, shall be filled by seniority insofar as practicable, and shall also be subject to the applicable provisions of the Civil Service Law.

Section 2. All job openings and vacancies which may occur in the classifications covered by this Agreement shall be posted on the Bulletin Board in the main lobby of City Hall at least five days prior to the position being filled and/or advertised. Each Department Head will notify the Civil Service Commission, which shall be responsible for the posting required herein.

ARTICLE XIV

DISCIPLINE

Section 1.

A. Prior to any disciplinary interrogation the employee shall be advised they are the subject of an investigation and shall be given written notice of their right to union representation.

B. No employee shall be disciplined except for just cause. Such employee shall be served with a written notice of discipline and the specifications thereof together with the proposed penalty. Simultaneously, a copy of the notice shall be sent to the Unit President of the Association and the grievance Chairperson.

ARTICLE XIV / DISCIPLINE (CONTINUED)

C. The concept of progressive and corrective disciplinary action shall be followed when imposing discipline. That is, discipline is designed to correct the employee's behavior, not merely to punish. The process of progressive discipline shall include counseling, oral reprimand, written reprimand, fines not to exceed \$100.00 for related offense, demotions, suspensions or discharge.

In certain instances it is acknowledged that progressive discipline may not be warranted.

D. No removals of disciplinary action shall be commenced more than six months after the City has knowledge of the alleged acts giving rise to the discipline.

Section 2. Appeal from Proposed Disciplinary Action

A. If the employee and/or the Association disagrees with the proposed disciplinary action, the Association may appeal the matter in accordance with Step 3 of the grievance procedure. If the Association is not satisfied with the response at Step 3, the Association may elect to submit the matter to arbitration by filing a Demand of Arbitration with the New York State Public Employment Relations Board (PERB) in accordance with its rules and procedures. The Demand for Arbitration must be filed within twenty (20) calendar days from receiving the Step 3 response or when the Step 3 response should have been received.

B. If the Association appeals a disciplinary action within fifteen (15) work days at Step 3 of the grievance procedure, the Employer may not impose such penalties until the matter is either settled at Step 3 or until the proposed penalty is upheld by the arbitrator. The employee may not be suspended prior to exhausting their appeal rights unless the employee's presence on the job would be hazardous to the employee, other employees or the public.

In this case, the employee may be suspended after a meeting is held between the employee, the union representative, and the Mayor or his designee and the employee has the opportunity to reply to the charges against them. This shall be scheduled as soon as practicable.

The employee may then be returned to the payroll unless the City believes the employee continues to be hazardous as described above.

CSEA may then appeal the City's Step 3 response to arbitration as provided herein.

If no appeal within the stated time frames is undertaken, and there has been no formal written extension of time granted by the employer, the penalty sought shall be imposed.

ARTICLE XIV / DISCIPLINE (CONTINUED)

C. All decisions rendered in such arbitration shall be final and binding.

D. Binding arbitration shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Section 75 and 76 of the Civil Service Law.

Section 3 A warning and/or reprimand shall be removed from an employee's file six (6) months from the date of issue provided there are no repeat violations for the same infraction extending the time period or there is a pending disciplinary hearing during this period.

ARTICLE XV

DISPUTES AND GRIEVANCES

The established procedure for processing contract disputes and grievances shall be the attached Schedule "C". The grievance procedure set forth herein will not be applicable to the termination or causes of termination of a provisional employee who has been employed by the City for less than six months.

ARTICLE XVI

HOSPITALIZATION

Section 1a. The City will provide for all employees hired before March 2, 1999, 100% of employees' and eligible dependents' health insurance coverage. The coverage and benefits to be provided shall remain equivalent to the plan(s) currently in effect and as administered by the City's Administrator. A copy of said plan(s) will be distributed to all bargaining unit employees upon request. Other insurance coverage will be offered through Capital District Physicians Health Plan.

Section 1b. Effective May 1, 2003, employee deductibles for health insurance coverage will be as follows;

\$300.00 for individual coverage
\$400.00 for two people
\$500.00 for family coverage

Employees shall be liable for co-pay on prescription drugs as follows:

\$5.00 for generic drugs and
\$20.00 for brand name drugs.

There will be a formulary with a 60-day limit on generic drugs and a 30-day limit on brand name drugs.

ARTICLE XVI / HOSPITALIZATION (CONTINUED)

Employees will be required to obtain the generic version of any drug, if available. An employee may use the brand name drug only where medically justified as determined by the City Administrator. If an employee chooses to use the brand name instead of the available generic drug, the employee shall pay the difference in retail cost between the brand name and the generic drug in addition to the brand name co-pay.

Section 1c. Employees hired after 1/1/99 will pay ten (10%) percent of the health premium. Effective April 9, 2003, newly hired employees will pay twenty (20%) of the health premium.

Section 2. Effective January 1, 1999, the City will provide, to all employees who retire, and their spouses (unless legally separated or divorced) 100% of the retirees health coverage. To be eligible for such coverage, the employee must have twenty (20) years of service with the City and are retirement eligible. Coverage shall be at the level of benefit of active employees. Employees who retire with twenty (20) years of service will pay the percentage they were paying at retirement.

Section 3. The City shall pay the following amounts to an employee with alternative health coverage who choses not to participate in any City offered health insurance plan: *Chores*

Family	= \$3370
Two Person	= \$2520
Individual	= \$1260

The election shall be made in November of the year prior to the year for which the employee intends to opt out of the available health insurance plans and the above-referenced amount shall be paid in December of the year for which the employee has chosen not to participate. For 2003, the election shall be made during the month of June and persons electing not to participate shall receive 1/2 of the amounts set forth above in December. Members must opt out of participation in the programs offered by the City for the entire year. However, members who have opted out during any year shall have their insurance reinstated if they no longer have other coverage. In such circumstances, the member shall receive a pro-rated payment. Any member opting out must provide proof of alternative coverage. Retirees may opt out at the same rates.

ARTICLE XVII

DENTAL AND VISION COVERAGE

Section 1. The City shall pay to the CSEA Employee Benefit Fund the premium rates for the "Dutchess" Dental Plan and the Platinum Vision Plan for employees and their dependents.

Section 2. The City agrees to pay the premium for all employees up to \$1.28 for transition lenses as part of the CSEA EBF Platinum Vision Plan.

ARTICLE XVIII

RETIREMENT

Section 1. The City shall continue the NYS Retirement Plan known as 75-i, the 1/60th non-contributory plan, except that Tier III employees are to have only that coverage as is applicable to Tier III. The City agrees to implement 75i for all Tier III and Tier IV employees only if New York State mandates it.

Section 2. Upon retirement or death, each employee shall receive one (1) day's pay for each year of continuous service up to fifteen (15) years, and two (2) days' pay for each year of continuous service over and above fifteen (15) years.

Section 3. Effective January 1, 1991, the City shall provide to all eligible employees the 41-J Rider of the new York State Retirement Plan.

ARTICLE XIX

VACATIONS

Section 1. Employees with one year or more of continuous service shall be entitled to ten working days' vacation; employees with more than three years of continuous service shall be entitled to fifteen working days' vacation.

Section 2a. Effective January 1, 1987, employees with five (5) or more years service with the City shall receive additional vacation credits as follows:

<u>Years of Service</u>	<u>Additional Vacation Credits</u>
6	1 day
7	2 days
8	3 days
9	4 days
10	5 days
11	6 days
12	7 days
13	8 days
14	9 days
15	10 days

ARTICLE XIX / VACATIONS (CONTINUED)

Section 2b. New employees hired after January 1, 1999, with one year or more of service shall be entitled to ten (10) working days vacation; employees with more than five (5) years of continuous service shall be entitled to fifteen (15) working days vacation; and employees with more than ten (10) years of continuous service shall be granted an additional one day's vacation, as follows, for each year of service over and above said ten years:

<u>Years of Service</u>	<u>Additional Vacation Credits</u>
11	1 day
12	2 days
13	3 days
14	4 days
15	5 days
16	6 days
17	7 days
18	8 days
19	9 days
20	10 days

Section 3. Choice of vacations shall be by seniority within the department.

Section 4. The vacation schedule for each department shall be approved by the department head no later than April 1st of each year. Thereafter, changes in the approved vacation schedule shall be made only by mutual consent of the department head and the employee affected by the schedule change.

Section 5. All vacations shall be taken in the calendar year during which the employee becomes entitled thereto, and no part of such vacation shall be carried over from one year to another unless the

ARTICLE XIX / VACATIONS (CONTINUED)

pressure of work in a particular department makes it impossible for the department head to grant a vacation during such year; in such case, the vacation period for that year, or any unused portion thereof, may be added to the vacation to which the employee is entitled during the following year.

Section 6. Upon an employee's termination after having completed one year of service, the City shall pay said employee any earned and accumulated unused vacation credits, excepting that such payment shall not be made in the event the employee is discharged because of misconduct.

ARTICLE XX

SICK LEAVE

Absence from duty by an employee of the City of Cohoes, by reason of their sickness or disability in the employee's immediate family, shall be paid for as provided in this section and not otherwise. Absence from duty for such reasons, if duly granted by the department head, shall be considered and known as "sick leave". The following regulations shall govern such absence from duty:

a) Employees hired before January 1, 1999 shall be granted sick leave with pay of one and one-half (1 1/2) working days per month or 18 working days per year.

b) New employees hired after January 1, 1999 shall be granted sick leave with pay of one (1) working day per month or 12 days per year.

(NOTE: The changes in paragraph "b" above shall be contingent upon City Ordinance #57 of 1995 being amended to reflect the same).

c) Effective January 1, 1985, the working days a year to be allowed an employee for sick leave with pay may hereafter be accumulated at the above mentioned rate without limit and may be kept to their credit for future sick leave with pay.

d) Upon becoming sick or disabled, an employee by virtue of employment or service after the effective date of this regulation may, during their sickness or disability, be granted sick leave with pay to the extent of the unused sick leave time which has accumulated.

ARTICLE XX / SICK LEAVE (CONTINUED)

e) Where an employee because of sickness or disability is required to remain away from their employment beyond their sick leave allowance, the department head in their judgment may petition the Common Council that additional sick leave with pay be granted due consideration being given to the employee's attendance record and performance on their job, and service prior to the effective date of this regulation. However, in no case shall sick leave with pay be granted to any such person in excess of 30 days in any one calendar year.

f) Allowable and allowed sick leave time shall be considered for all purposes of continuous service but, in the event of retirement, separation or death of any employee, for any employee on the payroll as of December 31, 1990, the City shall make to the employee or beneficiary a lump sum payment for all accumulated sick leave credits up to a maximum of eighty (80) days. (Payable once to any given employee).

For employees hired after January 1, 1991, the City shall provide payment for unused, accumulated sick leave credits up to eighty (80) days upon an employee's retirement or death.

g) Where an employee receives compensation under the Workers' Compensation Law on account of disability, they shall elect in writing whether they desire to have sick leave with pay during the period of disability for which they receive compensation. Such writing must be filed with the department head. In the event that they elect to take sick leave with pay during such disability, they shall, for the period of their disability not exceed their accumulated and unused sick leave time, be paid the difference between what they receive as compensation and their regular rate of pay. The money which they are so paid shall be divided by their daily pay rate and the resulting number of days deducted from their accumulated sick leave time.

h) The department head may require a physician's certificate for any absence of more than three (3) days. Where the illness or disability is of long duration, a physician's certificate may be required for each ten (10) days of continuous absence. In any case, the department head may require an examination by a physician, or other acceptable evidence that the illness is bona fide.

i) It shall be the duty and responsibility of each and every employee to contact their department head on the initial day of each illness.

j) In any case, the department head may require an examination by a physician, or a physician's letter, certifying that the illness was bona fide and that the employee may report to their designated position without fear of further aggravation or injuries.

ARTICLE XX / SICK LEAVE (CONTINUED)

k) Effective January 1, 2003, employees who utilize sick leave in accordance with the following schedule shall receive a payment during the following January as follows:

<u>Sick Leave Hours Used</u>	<u>Payment</u>
0 - 24 hours	\$250.00
25 - 40 hours	\$125.00

ARTICLE XXI

PERSONAL LEAVE

Section 1. Employees shall be entitled to five (5) working days a year with pay for personal leave, said personal leave to be used by the employee for any purpose which they may see fit. Said personal leave, if not used during the year shall not be accumulative. Newly hired employees shall receive a pro-rated amount of personal leave until the end of the first calendar year of their employment.

Section 2. Allowable and allowed personal leave time shall be considered for all purposes as continuous service, but, in the event of resignation or discharge of any employee, their unused personal leave time shall be canceled and not paid for.

Section 3. It shall be the duty and responsibility of each and every employee to contact their department head at least one day in advance of each absence for personal leave for any reason other than death or sickness in the family. In the event of death or sickness in the family, the employee shall contact their department head on the initial day of each absence.

ARTICLE XXII

FREE LEAVE DAYS

Section 1. All employees covered under this agreement shall have one calendar day off with pay to be known as "Free Leave Day" to be used by the employee for any purpose which they may see fit and shall be in addition to the vacation leave, sick leave and personal leave set forth herein.

Section 2. In the event that an employee does not use said Free Leave Day during the calendar year, then and in that event, the City shall pay the employee for said day at the end of the first pay period of the succeeding year.

ARTICLE XXIII

BEREAVEMENT LEAVE

Section 1. Employees shall be granted three (3) days bereavement leave with pay in the event of a death in the immediate family. Immediate family shall be defined as spouse, child, mother (natural or step), father (natural or step), brother, sister, grandparents, son or daughter-in-law, mother-in-law, father-in-law, grandchild, or any blood relative residing in the employee's household at the time of death. Such bereavement leave shall commence the day following death.

Section 2. One (1) day bereavement leave with pay shall be granted in the event of the death of a brother-in-law or sister-in-law, aunt, uncle, cousin, niece or nephew for the purpose of attending the funeral.

Section 3. Bereavement leave time shall be considered for all purposes as continuous service. In the event additional time is needed, the employee shall be required to use other leave credits.

ARTICLE XXIV

UNIFORM - CLOTHING ALLOWANCE

Effective January 1, 2003, the City agrees to provide a uniform allowance of \$550.00 per year per employee.

Effective January 1, 2004, the City agrees to provide a uniform allowance of \$575.00 per year per employee.

ARTICLE XXV

DUE PROCESS HEARING PROCEDURE

Where, because of statutory mandate or judicially imposed mandate, the Employer is required to hold a due process hearing, the Employer and CSEA agree to use PERB procedures for the selection of the hearing officer.

ARTICLE XXVI

FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

Section 1. PURPOSE

To outline the conditions and procedures under which an employee may request time off for a limited period, as required by the federally enacted Family Medical Leave Act. ("FMLA")

Section 2. DEFINITIONS

A. "family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve weeks of leave per year under particular circumstances. Leave may be taken:

-Upon the birth of the employee's child,

-Upon placement of a child with the employee for adoption or foster care,

-When the employee is needed to care for a child, spouse or parent who has a serious health condition, or

-When the employee is unable to perform the functions of his/her position because of a serious health condition.

Note: that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12 month period beginning on the date of birth or placement unless the employer permits a longer time.

B. "A serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

... any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility,

... any period of incapacity that requires absence from regular daily activities of more than three days and that involves continuing treatment by (or under supervision of) a health care provider.

C. "Leave" time may be paid or unpaid, see discussion below.

Section 3. RESPONSIBILITY

Each department head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Office of the Corporation Counsel.

ARTICLE XXVI / FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY (CONTINUED)

Section 4. SCOPE:

The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

Section 5. ELIGIBILITY

To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately proceeding in the commencement of the leave.

Section 6. LEAVE OF ABSENCE: PAID OR UNPAID

A. For the adoption, or birth or care of child, parent or of a spouse, an eligible employee must use accrued vacation, personal leave time and sick time.

B. For an eligible employee's own serious health condition; the employee must use all accrued leave time, including accrued sick leave.

C. In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

Section 7. EXTENSION OF LEAVE

In the event an employee requires leave in excess of the 12 week maximum described herein, the department head, at the department head's discretion, may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

Section 8. PERMISSION AND DOCUMENTATION

A. The employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The employer may require a second medical opinion and obtain periodic recertifications (at its own expense) only when the employer has reason to doubt the initial medical certification. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

ARTICLE XXVI / FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY (CONTINUED)

B. If medically necessary for a serious health condition of the employee or his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

C. Spouses who are both employed by the Employer, are entitled to take a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

Section 9. NOTIFICATIONS AND REPORTING REQUIREMENTS

A. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the Employer. In cases of illness, the employee will be required to report periodically on his/her status and intention to return to work.

B. The term "reasonable prior notice" shall mean "not less than thirty (30) days notice or as soon as practicable."

Section 10. COVERAGE

A. Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

B. The Employer may deny reinstatement to an employee who fails to produce a "fitness-for-duty" certification to return to work. This requirement applies only where the reason for the leave of absence was the employee's own serious health condition.

C. Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

D. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the Employer, the Employer may recover from the employee the cost of the premium paid to maintain the employee's health insurance coverage, except when the family and medical leave is paid.

Section 11. PROCEDURES

A. Completion of Request for Family and Medical Leave of Absence Notice:

A request for Family and Medical Leave of Absence must be originated in duplicate by the employee utilizing the approved form. This

ARTICLE XXVI / FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY (CONTINUED)

notice should be completed in detail, signed by the employee, submitted to the department head for proper approval, and forward to the Office of the Corporation Counsel. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

B. All requests for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

- 1) The date on which the serious health condition commenced;
- 2) The probable duration of the condition;
- 3) The appropriate medical facts within the knowledge of the health care provider regarding the condition.

C. In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide such care.

D. For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.

E. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Section 12. RETURN TO DUTY

An employee returning from leave as covered by this policy is entitled to the same position held when leave began.

Section 13. EFFECT OF LABOR AGREEMENT

It is the intent of the employer to provide, the standards as articulated in the federal FMLA and as detailed herein.

Section 14. CHANGE IN POLICY

The City reserves the right to modify this policy as necessitated by law.

ARTICLE XXVII

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVIII

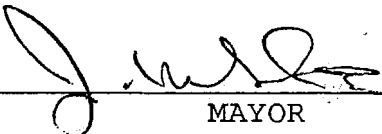
DURATION

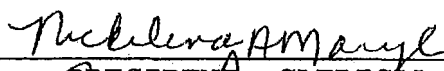
This contract shall become effective January 1, 2003 and shall continue in effect until December 31, 2006. Both parties agree to reconvene by September 15, 2006 for the purpose of negotiating a new agreement. In the event a new contract is not agreed to, the provisions of this contract shall continue in effect until such new agreement is reached.

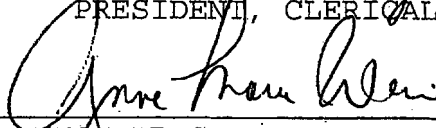
IN WITNESS WHEREOF, the parties here to have executed this Agreement this 18th day of November, 2003.

CITY OF COHOES


CITY OF COHOES CLERICAL CSEA UNIT


MAYOR


PRESIDENT, CLERICAL UNIT


VICE PRESIDENT, CLERICAL UNIT


NEGOTIATING TEAM MEMBER


LABOR RELATIONS SPECIALIST

SCHEDULE "A"

CLASSIFICATION - GRADE

<u>GRADE</u>	<u>TITLE</u>
1	-
2	-
3	-
4	-
5	Clerk Typist Keypunch Operator Library Clerk-Typist Library Aide Receptionist
6	Account Clerk Account Clerk-Typist Stenographer Secretary to the Assessor
7	Tab Machine Operator Housing Assistance Representative Special Project Coordinator
8	Senior Clerk Senior Typist Computer Operator Senior Library Clerk-Typist Housing Eligibility Assistant
9	Senior Account Clerk-Typist Senior Account Clerk Senior Stenographer Senior Computer Operator Principal Clerk
10	Senior Legal Stenographer
11	Housing Inspector
12	Plumbing Inspector
13	Engineering Technician
14	Building Inspector
15	Senior Engineering Technician

SCHEDULE "B-1"

2003 SALARY SCHEDULE INCREMENT SCHEDULE

<u>GRADE</u>	<u>INCREMENT</u>	<u>ENTRANCE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>7-YEAR</u>	<u>10-YEAR</u>	<u>12-YEAR</u>	<u>15-YEAR</u>
1	784	14991	15775	16559	17343	18127	18911	19695	20479	21263
2	835	15712	16547	17382	18217	19052	19887	20722	21557	22392
3	874	16505	17379	18253	19127	20001	20875	21749	22623	23479
4	917	17302	18219	19136	20053	20970	21887	22804	23721	24638
5	958	18146	19104	20062	21020	21978	22936	23894	24852	25810
6	1009	19015	20024	21033	22042	23051	24060	25069	26078	27087
7	1058	19945	21003	22061	23119	24177	25235	26293	27351	28409
8	1141	21488	22629	23770	24911	26052	27193	28334	29475	30616
9	1206	22732	23938	25144	26350	27556	28762	29968	31174	32380
10	1285	24067	25352	26637	27922	29207	30492	31777	33062	34347
11	1358	25488	26846	28204	29562	30920	32278	33636	34994	36352
12	1427	26889	28416	29843	31270	32697	34124	35551	36978	38405
13	1491	28559	30090	31581	33072	34563	36054	37545	39036	40527
14	1577	30298	31875	33452	35029	36606	38183	39760	41337	42914

SCHEDULE "B-2"

2004 SALARY INCREMENT SCHEDULE

<u>GRADE</u>	<u>INCREMENT</u>	<u>ENTRANCE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>7-YEAR</u>	<u>10-YEAR</u>	<u>12-YEAR</u>	<u>15-YEAR</u>
1	808	15441	16249	17057	17865	18673	19481	20289	21097	21905
2	860	16183	17043	17903	18763	19623	20483	21343	22203	23063
3	900	17000	17900	18800	19700	20600	21500	22400	23300	24200
4	945	17821	18766	19711	20656	21601	22546	23491	24436	25381
5	987	18690	19677	20664	21651	22638	23625	24612	25599	26586
6	1039	19585	20624	21663	22702	23741	24780	25819	26858	27897
7	1090	20543	21633	22723	23813	24903	25993	27083	28173	29263
8	1175	22133	23308	24483	25658	26833	28008	29183	30358	31533
9	1242	23414	24656	25898	27140	28382	29624	30866	32108	33350
10	1324	24789	26113	27437	28761	30085	31409	32733	34057	35381
11	1399	26253	27652	29051	30450	31849	33248	24647	26046	27445
12	1470	27799	29269	30739	32209	33679	35149	36619	38089	39559
13	1536	29457	30993	32529	34065	35601	37137	38673	40209	41745
14	1624	31207	32831	34455	36079	37703	39327	40951	42575	44199

SCHEDULE "B-3"

2005 SALARY INCREMENT SCHEDULE

<u>GRADE</u>	<u>INCREMENT</u>	<u>ENTRANCE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>7-YEAR</u>	<u>10-YEAR</u>	<u>12-YEAR</u>	<u>15-YEAR</u>
1	832	15904	16736	17568	18400	19232	20064	20896	21728	22560
2	886	16668	17554	18440	19326	20212	21098	21984	22870	23756
3	927	17510	18437	19364	20291	21218	22145	23072	23999	24926
4	973	18356	19329	20302	21275	22248	23221	24194	25167	26140
5	1017	19251	20268	21285	22302	23319	24336	25353	26370	27387
6	1070	20173	21243	22313	23383	24453	25523	26593	27663	28733
7	1123	21159	22282	23405	24528	25651	26774	27897	29020	30143
8	1210	22797	24007	25217	26427	27637	28847	30057	31267	32477
9	1279	24116	25395	26674	27953	29232	30511	31790	33069	34348
10	1364	25533	26897	28261	29625	30989	32353	33717	35081	36445
11	1441	27041	28482	29923	31364	32805	34246	35687	37128	38569
12	1514	28633	30147	31661	33175	34689	36203	37717	39231	40745
13	1582	30341	31923	33505	35087	36669	38251	39833	41415	42997
14	1673	32143	33816	35489	37162	38835	40508	42181	43854	45527

SCHEDULE "B-4"

2006 SALARY INCREMENT SCHEDULE

<u>GRADE</u>	<u>INCREMENT</u>	<u>ENTRANCE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>7-YEAR</u>	<u>10-YEAR</u>	<u>12-YEAR</u>	<u>15-YEAR</u>
1	857	16381	17238	18095	18952	19809	20666	21523	22380	23237
2	913	17168	18081	18994	19907	20820	21733	22646	23559	24472
3	955	18035	18990	19945	20900	21855	22810	23765	24720	25675
4	1002	18907	19909	20911	21913	22915	23917	24919	25921	26923
5	1048	19829	20877	21925	22973	24021	25069	26117	27165	28213
6	1102	20778	21880	22982	24084	25186	26288	27390	28492	29594
7	1157	21794	22951	24108	25265	26422	27579	28736	29893	31050
8	1246	23481	24727	25973	27219	28465	29711	30957	32203	33449
9	1317	24839	26156	27473	28790	30107	31424	32741	34058	35375
10	1405	26299	27704	29109	30514	31919	33324	34729	36134	37539
11	1484	27852	29336	30820	32304	33788	35272	36756	38240	39724
12	1559	29492	31051	32610	34169	35728	37287	38846	40405	41964
13	1629	31251	32880	34509	36138	37767	39396	41025	42654	44283
14	1723	33107	34830	36553	38276	39999	41722	43445	45168	46891

SCHEDULE "C"

DISPUTE AND GRIEVANCE PROCEDURE

Section 1. Declaration of Principle

It is the intent of the City and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that this procedure must be available without any fear of discrimination because of its use.

Every employee shall have the right to present their grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages of the grievance procedure.

Section 2. Definitions

- a) A "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative order or work rule or any other condition of employment which relates to or involves the employee.
- b) An "employee" shall mean any person in the unit covered by this Agreement.
- c) The "Association" shall mean the C.S.E.A.
- d) An "aggrieved party" shall mean the employee or group of employees who submit a grievance or on whose behalf it is submitted or the Association.
- e) "Days" shall mean all days other than Saturdays, Sundays and legal holidays.

Section 3. Submission of Grievances

- a) An employee who claims to have a grievance shall present their grievance to their immediate supervisor, orally, within ten (10) days after the grievance occurs.
- b) The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as necessary and shall consult with their supervisors if necessary on an informal basis.
- c) Within five (5) days after the presentation of the grievance, the immediate supervisor shall make their decision and communicate the decision to the employee presenting the grievance, and to the employee's representative, if any.

SECOND STAGE

a) If an employee or CSEA presenting a grievance be not satisfied with the decision made by their immediate supervisor, they may, within ten (10) days thereafter, request a review and determination of their grievance by the Department Head. Such request must be in writing and shall contain a statement as to the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Department Head, the immediate supervisor to whom the grievance was originally presented. Thereupon, and within two (2) days after receiving such request the immediate supervisor shall submit to the Department Head a written statement of their information concerning the nature of the grievance and the facts relating to it.

b) The Department Head, or nominee, shall hold a hearing within five (5) days after receiving the written request and statement from the employee. The aggrieved and their representative, if any, may appear at the hearing and present oral statements or arguments.

c) Within five (5) days after the close of the hearing, the Department Head, or nominee, shall make their decision and communicate the same to the aggrieved presenting the grievance, and to the employee's representative, if any.

THIRD STAGE

a) If the aggrieved party is not satisfied with the response of the Department Head, the aggrieved party may forward the grievance to the Mayor within ten (10) days.

b) The Mayor or designee, shall meet with the aggrieved party and issue a written decision not later than fifteen (15) working days following receipt of the Third State Appeal.

FINAL STAGE

If CSEA is not satisfied with the decision of the Mayor or nominee, it may within ten (10) days thereafter refer the grievance to binding arbitration through the Public Employment Relations Board. The decision of the Arbitrator shall be final and binding. The City and CSEA agree to share equally the cost of the Arbitrator.

Section 4. General Considerations

a) Class grievances submitted by the Association shall commence at the Third Stage.

b) Any meeting or any stage in the grievance procedure may be waived if both parties consent.

City of Cohoes + CSEA (Clerical Unit)

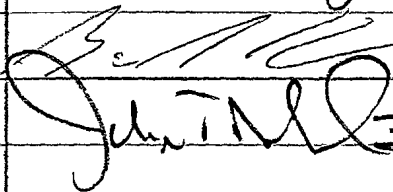
October 22, 2004

In resolution of the wage reopener of negotiations as specified in Article VIII Section 5. - The parties agree to the following

- 1) Effective 1/1/04 (retroactive) the salary schedule shall be increased by one (1) %.
- 2) Effective upon ratification and approval of this tentative agreement, Article VIII Section 5 shall be deleted.
- 3) Both parties agree to recommend this tentative agreement to their respective constituents as required by the Taylor Law.

For the City

For the Union

 10/22/04
John M. [unclear] 10/22/04

Nicholas Moyal 10/22/04
John Frank Waw 10/22/04
Barbara Dushins 10/22/04